

DEPARTMENT OF PERSONNEL ADMINISTRATION

LABOR RELATIONS DIVISION
515 "S" STREET, NORTH BUILDING, SUITE 400
ACRAMENTO, CA 95814-7243



April 13, 2006

Mike Jimenez, President
California Correctional Peace Officers Association
755 Riverpoint Drive, Suite 2100
West Sacramento, CA 95605

Dear Mr. Jimenez:

Consistent with statutory requirements, the State is prepared to begin negotiations with CCPOA, Bargaining Unit 6, for a successor contract and submits the attached initial bargaining proposals.

As in previous years, the employer reserves the right to make additional proposals and will invite public review and comment at that time.

We look forward to receiving the CCPOA's proposals and beginning negotiations.

Sincerely,

Diane Navarro
Labor Relations Officer

Attachment

cc: Dennis R. Batchelder

State Sunshine Collective Bargaining Proposals
For inclusion in the Agreement with the
California Correctional Peace Officers Association
Bargaining Unit 6

Entire Agreement

This section contains a clause that requires the state employer to negotiate continuously with the California Correctional Peace Officers' Association (CCPOA) over the impact of matters within its management discretion. The state proposes to continue to meet and confer over the impact of matters within scope during the life of the contract in a manner that does not impair its ability to effectively carry out the mission of the state. The intent of the State is that the MOU become the sole agreement between the parties.

Accordingly, the state employer proposes to meet and confer in good faith over the following issues:

- Pursuant to SB 621, ensure that any agreement reached pursuant to the Entire Agreement section of the memorandum of understanding that requires an expenditure of funds of \$250,000 or more shall be submitted to the California Legislature for approval before it is binding on the parties; and provide other procedures for complying with SB 621 for non-economic items.
- Provide that disputes alleging a violation of the bargaining obligation during the term of the memorandum of understanding shall be adjudicated by the Public Employment Relations Board as set forth in the Dills Act, and shall not be subject to the Grievance and Arbitration procedure contained in the memorandum of understanding.
- Negotiate additional changes designed to increase employer flexibility while maintaining the unions right to effectively represent their membership.

Health and Safety

The state employer believes that health and safety should be of paramount importance to both parties and wishes to meet and confer with CCPOA over strengthening the use of health and safety committees, declaring health and safety to be an area where the parties attempt to resolve issues without unnecessary rancor; provide for the release of rank and file members to collaborate effectively with the state employer on safety matters; and to ensure there is an effective health and safety grievance procedure to address legitimate safety issues.

Matters Pertaining to Discipline

The California Supreme Court has ruled that the State Personnel Board has exclusive jurisdiction over disciplinary appeals of state employees. The state employer proposes to review all contract sections of the memorandum of understanding which may impact discipline and modify them to ensure the memorandum of understanding is not in conflict with the State Personnel Board's constitutional jurisdiction.

Civil and Criminal Actions

The state employer proposes to review the procedure for defending employees accused of civil and criminal actions in the course of their state employment.

Union Release Time

The state employer proposes to amend the release time provisions of the memorandum of understanding, including but not limited to, the Activist Release Time Bank, Union Paid Leave, and Release Time Bank sections. The state proposes that:

- The state be reimbursed for all costs associated with the release from work of employees designated as CCPOA representatives.
- The release of CCPOA representatives be subject to the operational and staffing needs of Department of Corrections and Rehabilitation.

Total Compensation

The state employer is prepared to negotiate language over compensation proposals utilizing a total compensation approach to employee compensation and benefits.

Employee Leave Time

The state employer proposes to revise the employee leave time provisions contained in the memorandum of understanding with the goal of clarifying and simplifying such terms. Additionally, the state employer is proposing to amend memorandum of understanding provisions governing the use of leave time due to illness (sick leave). The employer proposes that sick leave credits shall not be counted as time worked for purposes of overtime.

Overtime

The state employer proposes to negotiate with CCPOA over the need to reduce overtime, including but not limited to, overtime assignment procedures, use of Permanent Intermittent Employees, and the leave and compensation provisions which pertain to them.

Grievance and Arbitration Procedure

The state employer proposes to revise and clarify the grievance and arbitration procedure. This proposal includes, but is not limited to:

- Reaffirm that only the express terms of the memorandum of understanding may be the subject of a grievance appeal (policies, procedures, and rules may not be appealed under the Grievance and Arbitration Procedure).
- Reaffirm the Department of Personnel Administration as the final management step of the grievance procedure.
- Grant the Department of Personnel Administration the contractual authority to require grievance hearings at the fourth step of the grievance procedure.
- Clarify the time lines for an appeal to arbitration and selection of an arbitrator.
- Review the application of the mini/expedited arbitration, substituting a provision permitting the parties to agree, on a case-by-case basis, to an expedited arbitration process for any pending grievance arbitration.
- Delete the panel of named arbitrators and require the selection/assignment of arbitrators via the California State Mediation Service.
- Add provisions that establish clear parameters with regard to arbitrator authority.
- Clarify and restate that an arbitrator shall not add to or delete from the express terms of the memorandum of understanding.
- Arbitrators shall have no authority to substitute off the record, unwritten or informal agreements between current or past representatives of the parties for clear language of the memorandum of understanding.
- Include a provision prohibiting the awarding of attorneys fees by arbitrators.
- Include a provision requiring legislative approval of any arbitration award that requires an expenditure of funds of \$250,000 or more before it is binding on the parties.
- Establish an absolute deadline for an arbitrator to render a decision.

Post and Bid - Correctional Officers – CDCR Adult

The state employer proposes to revise the PPPA Post & Bid section of the memorandum of understanding.

Correctional Counselor Workload

The state employer proposes to make modifications to the Correctional Counselor workload sections of the memorandum of understanding.

CYA Youth Correctional Counselors and Youth Correctional Officers Workload

The state employer proposes to:

- Delete Section 24.03 Youth Correctional Counselor Workload and all associated side letters and local (institution) agreements, and Section 24.04 (CYA Staffing/Ward Population) to come into compliance with the Federal Court approved *Farrell v Hickman* Consent Decree.
- Amend Section 24.05 Post and Bid by Seniority for Youth Correctional Counselors and 24.09 Post Assignment by Seniority for Youth Correctional Counselors.
- Delete Section 24.10 Ward Medication. The facts that gave rise to the parties agreeing to include this section in the memorandum of understanding have been resolved.

Miscellaneous

The state employer proposes technical changes to the memorandum of understanding to reflect:

- The reorganization of the Department of Corrections, Department of Youth Authority, Board of Prison Terms, and Board of Corrections into the new California Department of Corrections and Rehabilitation.
- Eliminating redundant and unnecessary contract clauses.
- The results of various lawsuits and court mandates.

The state employer reserves the right to make additional proposals as appropriate.